## Michael L. Schindele

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Attorney for Creditor / Chrysler Financial Company L.L.C. Our File No. 09-33709

## IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF IDAHO

IN RE:	)
	) Chapter 13
FRANK JAMES KNIGHT,	)
MONICA KNIGHT,	) Case No. 00-00244
	) STIPULATION RE: ADEQUATE
Debtor(s).	) PROTECTION PAYMENTS

COME NOW the below signed interested parties and stipulate and agree that the Trustee, Bernie R. Rakozy, is to pay <u>Chrysler Financial Company L.L.C.</u> through its attorney of record, Michael L. Schindele, P.O. Box 1990, Boise, Idaho, 83701, adequate protection payments regarding the collateral, one 1999 Dodge 1/2 Ton Quad Ram Truck, I.D. #1B7HF13Z4XJ598454, to begin immediately prior to confirmation, to-

wit: approximately \$763.19 from each payment as payment is made to the Trustee by the Debtor(s). Trustee shall take his statutory fees prior to disbursement.

DATED this / 474 day of MARCIT , 2000.

Michael L. Schindele for Chrysler Financial Company L.L.C.

**Creditor's Counsel** 

Randal J. French

**Debtor's Counsel** 

Approved as to form and content:

Bernie R. Rakzoy

**Trustee** 

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The Finance Charge, Total of Psyments, and the Total Sale Price are settinate with make every payment on the day it is due. Your Finance Charge, Total of F., and Total Sale Price will be imperifying the another to be and larself you pay early. Your final payment may be larger or smaller, depending on whether you have made your payments late or early. Deditor will send you a notice before the due date of the final scheduled payment to show what you dive. You agree to pay that amount as your final scheduled payment.

- Additional Charges. You agree to pay a late charge if any payment or pain thereof is received by Creditor more than 15
  days after the scheduled due date. The tare charge is shown on the front of this contract.
  - If we default, and Creditor hires an attorney who is not a salaried employee of Creditor to collect what you once, you agree to pay reasonable attorney's less after such default.
- C. Security Interest. You grant to Creditor a security interest in the Vehicle being purchased, including any accessories, equipment and replacement parts installed in the Vehicle, and the proceeds thereof. You also grant to Creditor a security interest in and agrate to assignment of any money received by Creditor as proceeds, rebote or refund of, credit insurance promums or service contract changes fragmed in this contract due to carefullistion of termination. You further agree that any such money received may be applied by Creditor to the unpaid balance of this contract.
- Prepayment. You may prepay your obligations under this contract in full at any time prior to materity. If you do, you will be liable for the accumulated finance charge to the actual date of prepayment.
- - to pay the obligation under this contract according to the serms and conditions stated herein even if the Vehicle is damaged, dastroyed or missing;
  - (2) to keep the Vehicle insured against damage, destruction and loss with Conditor as loss payer;
  - (3) that you will keep the Vehicle free from claims of others and that any payment made by Creditor to release or dischange such claim will be paid by you on demand with interest at the Annual Percentage Pate disclosed on the front of this contract as an editional part of your obligation:
  - (4) not to use the Vehicle for any unlawful or improper purpose or, unless indicated on the front of this contract. For hite:
- (5) not to remove the Vehicle from the United States without the prior written consent of Creditor;
- (6) not to self, rent, lease or otherwise transfer any interest in this contract or the Vahicle without the prior written consent of Creditor;
- (7) that no transfer, renewal, extension, lease or assignment of any interest in this contract will release you from your obligation.
- (8) that any notice sent to you shall be sufficiently given it mailed to your lest known address presumed to be the ad-set forth on the front of this contract unless you have given Creditor written notice of a change of such address;
- (3) that the Vehicle truded in, if any, is free from all claims of others, except as previously disclosed to Creditor.
- (10) to maintain the Vehicle in good condition and repair; and
- (11) that the statements and representations made by you in the credit application furnished to Creditor are suc and accurate.
- F. Dafauft, You will be in default it.

INITIAL APPLICABLE PROVISIONS . . .

- Desirant. You will be in default it:

  (1) you fail to make any payment when due according to the Payment Schedule shown on the front of this contract.
- (2) a proceeding in bankruptcy, receivership or insolvency is instituted by you or against you or your property;

- C. Remedies Upon Ordaut. If you a moder this contract, together with portion of the Treater with portion of the Treater with portion of the Treater charge and any astronce or service contract rebates or refunds, to be immediately due and payable and to exercise any of Creditor's remedies as provided in this contract and/or at law.
  - Also, Crofitor has the right to take possession of the Vehicle. Creditor may, without use of force or other breach of the peace, enter the presenses where the Vehicle may be and take immediate possession of the Vehicle including any equipment or accessment.
  - If the Vehicle is repossessed, you will have the right to redeem the Vehicle by paying the net amount you owe on the contract. If you do mot redeem the Vehicle, Creditor will, after giving notice to you and any other party emitted thereto, dispose of the Vehicle in a commercially reasonable manner, which may include either a public sale or a private sale. The proceeds of the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses are those massing to present a function of the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses are those massing the proceeding it, preparing it for sale and selling it, it is addition, if Dentitor hiers an adornary who is not a scalared employee of Creditor to collect what you own, you agree to pay reasonable attempty's flees, including, without limitation, on appeal and in bankruptcy proceedings, after such default
  - If the proceeds of the sole, less allowed expenses, are not sufficient to pay the net amount still owed on this contract. Creditive may recover the deficiency with interest at the highest lawful rate from you or anyone who has succeeded to your obligation. If this contract evidences a consumer credit sale, you will have no liability for the deficiency if the ceah price of the Vehicle was \$1,000 or less. If there is maney left over, it will be good to you.
  - If, during repossession of the Vehicle, Creditor comes into possession of any property which is not security for this contract. Creditor will hold it for you. If you do not claim the property within thirty (30) days after Creditor has repossessed the evehicle, Creditor can dispose of the property in any manner selected by it. You agree that Creditor will have no further liability to you for this property. Any accessories, equipment or replacement parts will remain with the Vehicle.
- If: Assignment. You actnowledge that this contract will be essigned to Assignee. You further actnowledge that Assignee will acquire all of Creditor is vinceen in this contract and in the Yehicle and will be entitled to all of the rights and remedies granted to Creditor paissesist to the terms and conditions of this contract including, but not limited to, the right to receive all payments and to require the performance of all obligations required by this contract.
- Modification. No manification of any of the terms and conditions of this contract shall be valid, and you expressly weins the right to rely on any modification, unless made in writing and duly executed by the Creditor.
- paired **Telelcie Insursaces.** You agree to provide to Creditor a copy of the insurance policy that insures the Yeh rest damage, destruction and loss with Creditor as loss payee when you receive it.
- If you fail to procure or maintain such Vehicle insurance. Creditor may procure Vehicle insurance that covers the interest of Creditor, only, in such event, you agree to pay a charge consisting of the insurance premium and a lineauce charge thereon of the Annual Percentage Rate shown on the front of this contract. You agree to pay the charge in equal installments along with the installments of the unpaid belance then remaining on the contract.
- In the event of a loss, you agree that Creditor may collect the proceeds from such Vehicle insurance and apply the proceeds toward replacement of the Vehicle or payment of the obligation.
- You agree that Creditor may endorse your name upon any check or draft representing payment to you of such monies.

Severaling Lave. This contract shall be governed by the favor of the Stats of Idaho except. If the Vehicle is represented that the low of the state where the Vehicle is represented will govern the representation. Representation effected through larger process will be governed by the level of the state in which each process is formagin.

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WARRANTIES WE DISCLAIM. You agree that you are buying the Vehicle "AS IS" and that there are no implied warranties of merchantability, fitness for a particular purpose, or other warranties, express or implied, covering the vehicle unless: 1. the vehicle is of a type normally used for personal, family or household purposes, and 2, the vehicle was menufactured after July 3, 1975, and 3, we have given you our written warranty or service contract covering the vehicle on the date of this contract or within 90 days after such date.

IGTICE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

he preceding NOTICE applies if the vehicle is a used vehicle as shown on the front of this contract and if this contract is a contract of sale under the FTC Used Motor Vehicle Trade egulation Rule.

OTICE ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OF SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

he preceding NOTICE applies to goods or services obtained primarily for personal, family or household use.

## **ASSIGNMENT**

FOR VALUE RECEIVED, the Creditor Cevilen named on the face of this contract "Seller") hereby selfs, assigns and transfer to Assignse Seller's entire right, dife and interest in and to this contract and authorizes Assignee to do every act and thing necessary to collect and discharge obligations arising out of or incident to this contract ("Seller") hereby selfs, assigns and transfer to Assignee to accept assignment of the contract. Seller warrants that (1) the contract is genuine, legally veiled and enforceable and acceptance to the property described on the lace of this contract ("Property"). (2) the Property is gurd-assign to make the property to contract and paid the downpayment exactly as astared in the contract (4) the Buyer is purchasing the Property for the Buyer's own business, personal or household to sea and the Europe is not acting on behalf of or for the benefit of another person when purchasing the Property; (5) Seller verifies that there is no inaccuracy or misrepresentation in any statements made by or on behalf of Buyer and furnished to Assignee by Seller. (6) Assignee by Seller (7) all disclassures requireded by law verse property make purchasing the contract; (6) and no material fact teleting to the Vehicle or this contract was misrepresented to Buyer or omitted from disclosure to Buyer. (7) all disclassures requireded by law verse property make the purchasing the contract; (6) and no material fact teleting to the Vehicle or this contract. (10) Seller verified that there is no lead that would report to the buyer and transfer to Buyer or omitted from disclosure to Buyer. (7) all disclassures requireded by law were property make the purchasing the contract; (6) and no material fact that there is no fact that would report to the purchasing the purchasing the contract; (7) and interest to be superior of the purchasing the

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WITHOUT RECOURSE: The assignment of this contract is without recourse to the Seller except in the circumstances set forth herein.
FULL RECOURSE: Seller unconditionally guarantees payment to Assignee of the full amount romaining unpaid under this contract and agrees to purchase this contract and/or the Property from Assignee, upon demand, for the full amount then unpaid whether the contract shell then be, or not be, in default.
FULL REPURCHASE: In the event of default by Blyet under this contract and/or the Resigner shall take possession of the Property and tender delivery of same to Sellar within 90 days after manufact of the contract and/or the Resigner and repulsion of the event of the same to Sellar within 90 days after manufact of the contract substitute and/or the Property in the Property is the Property in the P
LIMITED REPURCHASE. Seller agrees to comply with the terms and obligations of the foregoing Full Repunchase agreement (which are incorporated berein by reference), provided, however, that such obligations of Seller shall terminate hereinder upon payment to Assignee by the Buyer of the first
OPTIONAL REPURCHASE: If Assignee takes possession of the Property. Seller shall, upon demand from Assignee, either pay Assignee \$

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